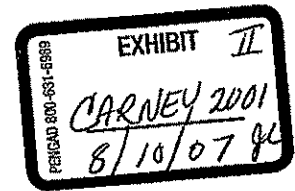


EXHIBIT 16



**Report on Related Party Loans &
Valuation of Andrew Yao's Interest in
One Summit Place Partners, LP and Day Hill Partners, LP**

May 7, 2007

Prepared by:

William Hecht, CPA
Weiser LLP

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1.0) INTRODUCTION AND OPINION

At the request of McElroy, Deutsch, Mulvaney & Carpenter, LLP, Weiser LLP and William Hecht, have been asked to:

- **Evaluate** the reasonableness of the interest rates and commitment fees charged on a series of 55 loans made from related parties to Student Finance Corporation (hereafter referred to as "Related Parties") between December 1995 and March 2002 from:
 - Pamela Gagne,
 - Robert Bast,
 - Elizabeth Brennan Trust,
 - James Brennan Trust FBO W.Roderick Gagne,
 - James Brennan Trust FBO Phillip Gagne, and
 - James Brennan Trust FBO Elizabeth Gagne.
- **And value** the general partnership interests of Andrew Yao in Day Hill Partners, LP and One Summit Place Partners, LP based upon appraised values for the properties owned by those entities.

This report and its appendices provide explanation and background supporting the expert opinion of William Hecht and Weiser LLP that the commitment fees charged on 33 of these loans were above the market rates charged on similar loans during the same time period.

Incorporated in 1993, Student Finance Corporation ("SFC" or the "Company") was in the business of originating student tuition loans directly from students or purchasing student tuition loans from various vocational schools (primarily commercial truck driving schools). On June 5, 2002, certain creditors of SFC filed an involuntary bankruptcy petition against SFC. Thereafter, Charles A. Stanziale, Jr. Esq. was appointed Chapter 7 Trustee of SFC. See the report of Harry Steinmetz of Weiser LLP for additional background information.

The opinions presented in this report are based on the consideration of the documents set forth as exhibits to this report and my over 40 years of experience as an accountant and business advisor to middle-market companies in many different industries including but not limited to real estate and leasing concerns as well as my experience in forensic accounting and providing testimony in such matters. My experience, along with a list of the other cases in which I have testified as an expert in the preceding four years, either at trial or at deposition, is included in an exhibit to this report. In connection with this assignment, I have been assisted by and consulted by others at Weiser LLP, all of whom have worked under my direction and supervision. Our fee is not dependent on the outcome of the litigation and our time will be charged at hourly rates; my hourly rate is \$425.



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As additional information is provided in depositions and as additional documents or facts become known during the course of this matter, I may be asked to perform additional analyses. In addition, I may rely upon, or respond to, the opinions of other experts in this matter. Accordingly, the opinions expressed herein (and the bases therefore) may be modified or supplemented based upon further analysis.

The procedures we performed to arrive at our conclusions are as follows:

1. We read the various documents produced in this matter that are identified in the attached Exhibit B, including, but not limited to: financial statements, financial records of Student Finance Corporation, tax returns, appraisals and related loan documents.
2. We compared the interest rates and commitment fees charged on these loans to other loans of similar size made to companies in the same industry as SFC.
3. We discussed interest rates and commitment fees with a former bank executive familiar with higher risk commercial loans.

OPINION

Based upon our analysis and the facts and circumstances surrounding SFC and these loans, it is the opinion of William Hecht and Weiser LLP that the commitment fees charged on 33 loans were above the comparable commitment fees charged on similar loans during the same time period (See Exhibit A, pages 5 through 8).

The general partnership interests of Andrew Yao in Day Hill Partners, LP and One Summit Place Partners, LP through his ownership of the corporate general partner in each partnership as of June 2002 was approximately \$679,470.

Sincerely,


William Hecht, CPA

Partner
Weiser LLP

May 7, 2007



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2.0) ANALYSIS OF 55 LOANS

Exhibit A provides a listing of 55 loans made to Student Finance Corporation with a personal guaranty of Andrew Yao and his wife, Lore, between December 1995 and March 2002 from:

- Pamela Gagne,
- Robert Bast,
- Elizabeth Brennan Trust,
- James Brennan Trust FBO W.Roderick Gagne,
- James Brennan Trust FBO Phillip Gagne, and
- James Brennan Trust FBO Elizabeth Gagne.

We prepared a table of the loans with their terms and obtained loan principal, interest and commitment fee payment amounts from SFC's Quickbooks files.

Summary table – Loan Statistics

Number of loans	55
Minimum loan size	\$50,000
Maximum loan size	\$3,500,000
Average loan size	\$577,727
Number of loans above \$ 1 million	10
Sum equal to or greater than \$ 1 million	\$18,700,000
Sum less than \$ 1 million	\$13,075,000
Number of loans less than \$ 1 million	45
Average loan size less than \$ 1 million	\$290,556
Interest rate - lowest	10%
Interest rate - highest	15%
Term (months) - Minimum	-
Term (months) - Maximum	61
Average maturity (months)	14
Secured loans (\$)	\$28,775,000
Secured loans (#)	48
Subordinated debt (\$)	\$3,000,000
Subordinated debt (#)	7
Commitment fee paid (# loans)	33
Commitment fee paid (\$)	\$1,845,500
Commitment fee terms	6% ~ 14.5%
Average loan term (stated maturity date) when fee pd (mos)	7



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3.0) CAPITAL RAISED IN FEBRUARY 2000 AND REDEEMED OVER 12 MONTHS

In February 2000, SFC raised \$ 6 million of capital from the Related Parties. SFC's financial statement footnotes for the year 1999 (auditor's report dated July 26, 2000), describe this as " On February 2000, the Company received a commitment from various individuals and trusts to purchase 12% of the Company's common stock at a purchase price of \$ 6,000,000. Of the \$6,000,000 purchase price, \$1,000,000 of existing debt was converted to common stock. The Company received \$6,000,000 of the overall purchase price in February 2000, including \$1,000,000 of converted debt obligations" (these notes are referenced in our Exhibit A as notes #39 through #42).

The following year, SFC's financial statement footnotes for the year 2000 (auditor's report dated April 6, 2001) describe the transaction somewhat differently indicating a date one-month earlier adding more detail. "During January 2000, the Company sold an additional 1,370 shares of its common stock for approximately \$5,000,012, net of issuance costs. A portion of the proceeds was used to repay certain note holders with the balance to be used for general corporate purposes. During 2000, the Company authorized the repurchase of 180 shares of its common stock issued and converted during 2000 at various dates through January 2001. As of December 31, 2000, the Company re-acquired 164 shares for approximately \$5,885,000. During January 2001, the Company re-acquired the remaining 16 shares for approximately \$1,047,000, which resulted in all of the Company's issued and outstanding common stock being owned by one individual."

The following chart provides the stock redemption amounts (\$5,885,000 and \$1,047,000 listed in the paragraph above), by each of the Related Parties, paid from 2000 through January 2001:

Ref #	Date	Name	Paid
1	Feb-00	Elizabeth B. Brennan Trust	\$462,125
2	Feb-00	James T. Brennan Trust FBO Elizabeth L. Gagne	\$375,446
3	Feb-00	James T. Brennan Trust FBO Phillip B. Gagne	\$375,446
4	Feb-00	James T. Brennan Trust FBO W. Roderick Gagne	\$375,446
5	Feb-00	Pamela Gagne	\$721,895
6	Feb-00	Robert Bast	\$4,621,278
			\$6,931,636



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4.0) STUDY OF PRICING FOR COMPARABLE LOANS

We obtained a database of over 170 loans made during the same time period to companies of similar size and in the same industry as SFC. This loan information was obtained from Reuters Loan Pricing Corporation (<http://www.loanpricing.com>) who maintains and sells information obtained from loan syndicators, lenders, institutional investors and other market participants.

The maximum commitment fee for loan transactions in Reuters' loan database was 2%; the loan maturity dates on such loans was greater than 6 months.

5.0) LOAN COMMITMENT FEES IN EXCESS OF MARKET RATES

Our review of the 33 SFC loans where commitment fees were paid indicated that fees ranged from 6% to 14.5% on loan maturities from 1 month to 18 months. We noted that some loan maturity dates preceded the date of the loan agreement (See Exhibit Col (J) – where note (a) is listed). Additionally we also noted that a commitment fee of \$377,000 (14.5%) was paid on loan referenced as #27 in Exhibit A on page 6 of 8 where the loan agreement indicated a maximum fee of \$260,000 (10%).

An unusual feature of many of these loan commitment fees was that the fee was to be paid at the back-end of the loan instead of at inception. This suggests that these fees were some type of deferred interest charge. Other commitment fees were based on an escalating fee scale where the fee was 6% of principal amount if the loan was repaid within 60 days; 8% if repaid after 60 days but before 91 days; 10% if repaid after 91 days. This fee structure offered a financial motivation to repay the debt faster.

As a benchmark for the overall reasonableness of these fees, we calculated the effective annual interest rate combining the interest and commitment fees on a \$3.5 million loan from Pamela Gagne revealing a 77% effective interest rate (June 18, 1999 – due November 1999 and repaid August 2, 1999, six weeks after its inception. The commitment fee paid was \$210,000.) In selecting another two loans with principal amounts of \$500,000 and \$1,500,000, we computed effective annual interest rates of approximately 46% on each loan.

Also, to gain additional information on loan pricing during this time period, I spoke with a former bank executive familiar with such transactions for smaller companies. He



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conveyed that 1% to 2% commitment fees were customary and that there were also transactions on higher-risk deals with 4% commitment fees.

Taken together, all these factors combined with my experience in advising privately-held middle-market companies for over 40 years, indicates to me that the commitment fees paid in these loan transactions were above market rates and that a 4% rate (at most) would have been appropriate. Accordingly, we have computed the difference between the fees paid and a 4% charge to calculate the portion of the fee that was above market rates. (See Exhibit A pages 5 through 8, columns T through V).



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6.0) VALUATION OF ANDREW YAO'S INTEREST IN DAY HILL PARTNERS, LP AND ONE SUMMIT PLACE PARTNERS, LP

I have reviewed the appraisals prepared by John Houck of Weiser Realty for the properties owned by these partnerships, as well as the Federal tax returns filed for the year 1999, 2000 and 2001.

In the table, I have computed the value of Andrew Yao's 33% interest through his ownership of the corporate general partner in each partnership as of June 2002.

I. Valuation of Andrew Yao's Interest in Day Hill Partners, LP

Real estate appraisal of 995 Day Hill Road, Windsor, CT (6/1/2002)	\$2,600,000
Less: mortgage on 995 Day Hill Road property (12/31/01 tax return)	(\$1,724,000)
Plus: book value of other assets, net of liabilities, on Day Hill Partners, LP tax return	\$329,000
Value of Day Hill Partners, LP 100% partnership interests	<u>\$1,205,000</u>
Multiplied by 33% A.Yao Interest Day Hill Partners GP, Inc.	<u>X 33%</u>
Value of A.Yao's interest in Day Hill Partners GP, Inc.	<u>\$397,650</u>

II. Valuation of Andrew Yao's Interest in One Summit Place Partners, LP

Real estate appraisal of One Summit Place, Branford, CT (6/1/2002)	\$1,700,000
Less: mortgage on One Summit Place (12/31/01 tax return)	(\$1,088,000)
Plus: book value of other assets, net of liabilities, on One Summit Place Partners, LP tax return	\$242,000
Value of One Summit Place Partners, LP 100% partnership interests	<u>\$854,000</u>
Multiplied by 33% A.Yao Interest One Summit Place GP, Inc.	<u>X 33%</u>
Value of A.Yao's interest in One Summit Place GP, Inc.	<u>\$281,820</u>

III. Total Value of Andrew Yao's Interest in Day Hill Partners LP and One Summit Place Partners, LP

\$679,470



EXHIBIT A

SFC Ch 7 - Related Party Loans - Summary Activity Schedule

Ref #	Loan Date	Key	Name	Loan Amount	Loan Repaid	Loan Balance Outstanding @ June 2002	Interest Rate	Maturity	Term in Months	Date Loan Repaid	# Mos Outstd Until Pd	Notes
1	12/31/95	SD	Pamela Gagne	\$250,000	\$0	\$250,000	15%	12/1/00	60	Not repaid		
2	12/31/95	SD	Robert Bast	\$750,000	\$0	\$750,000	15%	12/20/00	61	Not repaid		
3	8/1/97	SD	Elizabeth B. Brennan Trust	\$150,000	\$0	\$150,000	10%	7/31/02	61	Not repaid		
4	8/1/97	SD	Pamela Gagne	\$250,000	\$0	\$250,000	10%	7/31/02	61	Not repaid		
5	8/1/97	SD	Robert Bast	\$600,000	\$0	\$600,000	10%	7/31/02	61	Not repaid		
6	8/7/98	SD	Elizabeth B. Brennan Trust	\$500,000	\$0	\$500,000	15%	7/31/03	61	Not repaid		
7	8/7/98	SD	Robert Bast	\$500,000	\$0	\$500,000	15%	7/31/03	61	Not repaid		
8	8/31/98	SN	Elizabeth B. Brennan Trust	\$250,000	\$250,000	\$0	12%	6/30/98	(a)	1/22/1999	5	Maturity - earlier of 6/30/98 or warehouse financing date
9	8/31/98	SN	Robert Bast	\$250,000	\$250,000	\$0	12%	6/30/98	(a)	1/22/1999	5	Maturity - earlier of 6/30/98 or warehouse financing date
10	9/18/98	SN	Elizabeth B. Brennan Trust	\$500,000	\$500,000	\$0	12%	6/30/98	(a)	1/22/1999	4	Maturity - earlier of 6/30/98 or warehouse financing date
11	9/18/98	SN	Robert Bast	\$1,500,000	\$1,500,000	\$0	12%	11/20/99	14	1/22/1999	4	Maturity - earlier of 11/20/99 or warehouse financing date
12	10/30/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$50,000	\$50,000	\$0	12%	6/30/98	(a)	1/22/1999	3	Maturity - earlier of 6/30/98 or warehouse financing date
13	10/30/98	SN	James T. Brennan Trust FBO Philip B. Gagne	\$50,000	\$50,000	\$0	12%	6/30/98	(a)	1/22/1999	3	Maturity - earlier of 6/30/98 or warehouse financing date
14	10/30/98	SN	James T. Brennan Trust FBO W/Roderick Gagne	\$500,000	\$500,000	\$0	12%	6/30/98	(a)	1/22/1999	3	Maturity - earlier of 6/30/98 or warehouse financing date
15	10/30/98	SN	Robert Bast	\$1,000,000	\$1,000,000	\$0	12%	6/30/98	(a)	1/22/1999	3	Maturity - earlier of date or warehouse financing date
16	11/20/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$250,000	\$250,000	\$0	12%	6/30/98	(a)	1/22/1999	2	Maturity - earlier of date or warehouse financing date
17	11/20/98	SN	James T. Brennan Trust FBO Philip B. Gagne	\$250,000	\$250,000	\$0	12%	6/30/98	(a)	1/22/1999	2	Maturity - earlier of date or warehouse financing date
18	12/18/98	SN	Elizabeth B. Brennan Trust	\$200,000	\$200,000	\$0	12%	6/30/98	(a)	1/27/1999	1	Maturity - earlier of date or warehouse financing date
19	12/18/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$200,000	\$200,000	\$0	12%	6/30/98	(a)	1/22/1999	1	Maturity - earlier of date or warehouse financing date
20	12/18/98	SN	James T. Brennan Trust FBO Philip B. Gagne	\$200,000	\$200,000	\$0	12%	6/30/98	(a)	1/22/1999	1	Maturity - earlier of date or warehouse financing date
21	12/18/98	SN	Robert Bast	\$1,400,000	\$1,400,000	\$0	12%	6/30/98	(a)	1/22/1999	1	Maturity - earlier of date or warehouse financing date
22	1/20/99	SN	Elizabeth B. Brennan Trust	\$500,000	\$500,000	\$0	15%	7/20/00	18	7/27/2000	18	Maturity - earlier of date or SFC's purchase of a Student Loan pool from FDIC
23	1/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$500,000	\$500,000	\$0	15%	7/20/00	18	7/27/2000	18	Maturity - earlier of date or SFC's purchase of a Student Loan pool from FDIC
24	1/20/99	SN	James T. Brennan Trust FBO Philip B. Gagne	\$500,000	\$500,000	\$0	15%	7/20/00	18	7/27/2000	18	Maturity - earlier of date or SFC's purchase of a Student Loan pool from FDIC

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Ref #	Loan Date	Key	Name	Loan Amount	Loan Repaid	Loan Balance Outstanding @ June 2002	Interest Rate	Maturity	Term in Months	Date Loan Repaid	# Mos Outstd Until Pd	Notes
25	1/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	\$500,000	\$500,000	\$0	15%	7/20/00	18	7/27/2000	18	Maturity - earlier of date or SFC's purchase of a Student Loan pool from FDIC
26	1/20/99	SN	Robert Bast	\$2,000,000	\$2,000,000	\$0	15%	7/20/00	18	7/27/2000	18	Maturity - earlier of date or SFC's purchase of a Student Loan pool from FDIC
27	3/22/99	SN	Robert Bast	\$2,600,000	\$1,950,000	\$650,000	12%	10/20/99	7	8/31/1999	5	Maturity - earlier of date or warehouse financing date \$3.0M per loan docs.
28	4/21/99	SN	Elizabeth B. Brennan Trust	\$600,000	\$600,000	\$0	12%	10/20/99	6	Converted to term note 5/20/99		Maturity - earlier of date or warehouse financing date
29	4/21/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$75,000	\$75,000	\$0	12%	10/20/99	6	Converted to term note 5/20/99		Maturity - earlier of date or warehouse financing date
30	4/21/99	SN	James T. Brennan Trust FBO Philip B. Gagne	\$50,000	\$50,000	\$0	12%	10/20/99	6	Converted to term note 5/20/99		Maturity - earlier of date or warehouse financing date
31	4/21/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	\$75,000	\$75,000	\$0	12%	10/20/99	6	Converted to term note 5/20/99		Maturity - earlier of date or warehouse financing date
32	5/20/99	SN	Elizabeth B. Brennan Trust	\$600,000	\$600,000	\$0	15%	11/20/00	18	11/30/2000	19	Maturity earlier of date or SFC purchasing a Student Loan pool from the FDIC.
33	5/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$75,000	\$75,000	\$0	15%	11/20/00	18	11/30/2000	19	Maturity earlier of date or SFC purchasing a Student Loan pool from the FDIC.
34	5/20/99	SN	James T. Brennan Trust FBO Philip B. Gagne	\$50,000	\$50,000	\$0	15%	11/20/00	18	11/30/2000	19	Maturity earlier of date or SFC purchasing a Student Loan pool from the FDIC.
35	5/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	\$75,000	\$75,000	\$0	15%	11/20/00	18	11/30/2000	19	Maturity earlier of date or SFC purchasing a Student Loan pool from the FDIC.

SFC Ch 7 - Related Party Loans - Summary Activity Schedule

Ref #	Loan Date	Key	Name	Loan Amount	Loan Repaid	Loan Balance Outstanding @ June 2002	Interest Rate	Maturity	Term in Months	Date Loan Repaid	# Mos Outstd Until Pd	Notes
36	5/20/99	SN	Robert Bast	\$1,200,000	\$1,200,000	\$0	15%	11/20/00	18	11/30/2000	19	Maturity earlier of date or SFC purchasing a Student Loan pool from the FDIC.
37	6/18/99	SN	Pamela Gagne	\$3,500,000	\$3,500,000	\$0	12%	11/20/99	5	8/2/1999	2	Maturity - earlier of 11/20/99 or warehouse financing date
38	6/18/99	SN	Robert Bast	\$1,500,000	\$1,500,000	\$0	12%	11/20/99	5	8/2/1999	2	Maturity - earlier of 11/20/99 or warehouse financing date
39	10/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$125,000	\$125,000	\$0	12%	5/20/00	7	2/14/2000	4	Maturity - earlier of date or warehouse financing date
40	10/20/99	SN	James T. Brennan Trust FBO Phillip B. Gagne	\$125,000	\$125,000	\$0	12%	5/20/00	7	2/14/2000	4	Maturity - earlier of date or warehouse financing date
41	10/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	\$125,000	\$125,000	\$0	12%	5/20/00	7	2/14/2000	4	Maturity - earlier of date or warehouse financing date
42	10/20/99	SN	Pamela Gagne	\$625,000	\$625,000	\$0	12%	5/20/00	7	2/14/2000	4	Maturity - earlier of date or warehouse financing date
43	9/25/01	SN	Elizabeth B. Brennan Trust	\$375,000	\$375,000	\$0	12%	8/1/02	10	11/12/2001	2	Maturity - earlier of date or warehouse financing date
44	9/25/01	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	\$175,000	\$175,000	\$0	12%	8/1/02	10	11/12/2001	2	Maturity - earlier of date or warehouse financing date
45	9/25/01	SN	James T. Brennan Trust FBO Phillip B. Gagne	\$125,000	\$125,000	\$0	12%	8/1/02	10	11/12/2001	2	Maturity - earlier of date or warehouse financing date
46	9/25/01	SN	James T. Brennan Trust FBO W. Roderick Gagne	\$175,000	\$175,000	\$0	12%	8/1/02	10	11/12/2001	2	Maturity - earlier of date or warehouse financing date

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Ref #	Loan Date	Key	Name	Commitment Fees				Excess Fee Paid
				Commitment Fees Description	0-30 days	31-60 days	After 60 days	
1	12/31/95	SD	Pamela Gagne	No Commitment Fees				
2	12/31/95	SD	Robert Bast	No Commitment Fees				
3	8/1/97	SD	Elizabeth B. Brennan Trust	No Commitment Fees				
4	8/1/97	SD	Pamela Gagne	No Commitment Fees				
5	8/1/97	SD	Robert Bast	No Commitment Fees				
6	8/7/98	SD	Elizabeth B. Brennan Trust	No Commitment Fees				
7	8/7/98	SD	Robert Bast	No Commitment Fees				
8	8/31/98	SN	Elizabeth B. Brennan Trust	10% of principal amount at maturity				
9	8/31/98	SN	Robert Bast	10% of principal amount at maturity				
10	9/18/98	SN	Elizabeth B. Brennan Trust	10% of principal amount at maturity				
11	9/18/98	SN	Robert Bast	10% of principal amount at maturity				
12	10/30/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	10% of principal amount at maturity				
13	10/30/98	SN	James T. Brennan Trust FBO Philip B. Gagne	10% of principal amount at maturity				
14	10/30/98	SN	James T. Brennan Trust FBO W. Roderick Gagne	10% of principal amount at maturity				
15	10/30/98	SN	Robert Bast	10% of principal amount at maturity				
16	11/20/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	10% of principal amount at maturity				
17	11/20/98	SN	James T. Brennan Trust FBO Philip B. Gagne	10% of principal amount at maturity				
18	12/18/98	SN	Elizabeth B. Brennan Trust	10% of principal amount at maturity				
19	12/18/98	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	10% of principal amount at maturity				
20	12/18/98	SN	James T. Brennan Trust FBO Philip B. Gagne	10% of principal amount at maturity				
21	12/18/98	SN	Robert Bast	10% of principal amount at maturity				
22	1/20/99	SN	Elizabeth B. Brennan Trust	No Commitment Fees				
23	1/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	No Commitment Fees				
24	1/20/99	SN	James T. Brennan Trust FBO Philip B. Gagne	No Commitment Fees				

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Ref #	Loan Date	Key	Name	Commitment Fees					Excess Fee Paid	Excess Fee Paid
				Commitment Fees Description	0-30 or 0-60 days	31-60 or 61-90 days	After 60 or after 90 days	Waiver Calculation of 4% Fee		
25	1/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	No Commitment Fees						
26	1/20/99	SN	Robert Bast	No Commitment Fees						
27	3/22/99	SN	Robert Bast	Paid \$377,000 a commitment fee (\$357,500 in 1999 and \$19,500 in 2000) which was higher than the contractual maximum amount of \$250,000. 6%/60days, 8% (60-90days), 10%--.	\$156,000	\$208,000	\$260,000	\$377,000	\$104,000	\$273,000
28	4/21/99	SN	Elizabeth B. Brennan Trust	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$36,000	\$48,000	\$60,000			
29	4/21/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$4,500	\$6,000	\$7,500			
30	4/21/99	SN	James T. Brennan Trust FBO Philip B. Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$3,000	\$4,000	\$5,000			
31	4/21/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$4,500	\$6,000	\$7,500			
32	5/20/99	SN	Elizabeth B. Brennan Trust	6% of the principal amount if paid within 30 days of date of Loan Agreement; 8% if paid after 30 days but before 61 days; 10% if paid after 61 days from date of the Loan Agreement.	\$36,000	\$48,000	\$60,000	\$60,000	\$24,000	\$36,000
33	5/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	6% of the principal amount if paid within 30 days of date of Loan Agreement; 8% if paid after 30 days but before 61 days; 10% if paid after 61 days from date of the Loan Agreement.	\$4,500	\$6,000	\$7,500	\$7,500	\$3,000	\$4,500
34	5/20/99	SN	James T. Brennan Trust FBO Philip B. Gagne	6% of the principal amount if paid within 30 days of date of Loan Agreement; 8% if paid after 30 days but before 61 days; 10% if paid after 61 days from date of the Loan Agreement.	\$3,000	\$4,000	\$5,000	\$5,000	\$2,000	\$3,000
35	5/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	6% of the principal amount if paid within 30 days of date of Loan Agreement; 8% if paid after 30 days but before 61 days; 10% if paid after 61 days from date of the Loan Agreement.	\$4,500	\$6,000	\$7,500	\$7,500	\$3,000	\$4,500

SFC Ch 7 - Related Party Loans - Summary Activity Schedule

Ref #	Loan Date	Key	Name	Commitment Fees									
				Weiser's Calculation of 4% Fee									
				0-30 or 0-60 days	31-60 or 61-90 days	After 90 days	Fee Paid	Calculation	Excess	Fee Paid			
				Commitment Fees Description									
36	5/20/99	SN	Robert Bast	6% of principal amount if paid within 30 days of date of Loan Agreement; 8% if paid after 30 days but before 61 days; 10% if paid after 61 days from date of the Loan Agreement.	\$72,000	\$96,000	\$120,000	\$120,000	\$48,000	\$72,000			
37	6/18/99	SN	Pamela Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$210,000	\$280,000	\$350,000	\$210,000	\$140,000	\$70,000			
38	6/18/99	SN	Robert Bast	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days	\$90,000	\$120,000	\$150,000	\$90,000	\$60,000	\$30,000			
39	10/20/99	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan agreement.	\$7,500	\$10,000	\$12,500	\$12,500	\$5,000	\$7,500			
40	10/20/99	SN	James T. Brennan Trust FBO Philip B. Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$7,500	\$10,000	\$12,500	\$12,500	\$5,000	\$7,500			
41	10/20/99	SN	James T. Brennan Trust FBO W. Roderick Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$7,500	\$10,000	\$12,500	\$12,500	\$5,000	\$7,500			
42	10/20/99	SN	Pamela Gagne	6% of principal amount if paid within 60 days; 8% if paid after 60 days but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$37,500	\$50,000	\$62,500	\$62,500	\$25,000	\$37,500			
43	9/25/01	SN	Elizabeth B. Brennan Trust	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan agreement.	\$22,500	\$30,000	\$37,500	\$22,500	\$15,000	\$7,500			
44	9/25/01	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan agreement.	\$10,500	\$14,000	\$17,500	\$10,500	\$7,000	\$3,500			
45	9/25/01	SN	James T. Brennan Trust FBO Philip B. Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan agreement.	\$7,500	\$10,000	\$12,500	\$7,500	\$5,000	\$2,500			
46	9/25/01	SN	James T. Brennan Trust FBO W. Roderick Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan agreement.	\$10,500	\$14,000	\$17,500	\$10,500	\$7,000	\$3,500			

SFC Ch 7 - Related Party Loans - Summary Activity Schedule

Ref #	Loan Date	Key	Name	Commitment Fees					Weiser Calculation of 4% Fee	Excess Fee Paid
				0-30 days	31-60 days	61-90 days	After 90 days			
47	9/25/01	SN	Pamela Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$22,500	\$30,000	\$37,500	\$22,500	\$15,000	\$7,500
48	9/25/01	SN	Robert Bast	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$120,000	\$160,000	\$200,000	\$120,000	\$80,000	\$40,000
49	10/2/01	SN	Elizabeth B. Brennan Trust	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$15,000	\$20,000	\$25,000	\$15,000	\$10,000	\$5,000
50	3/5/02	SN	Elizabeth B. Brennan Trust	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$24,000	\$32,000	\$40,000			
51	3/5/02	SN	James T. Brennan Trust FBO Elizabeth L. Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$12,000	\$16,000	\$20,000			
52	3/5/02	SN	James T. Brennan Trust FBO Philip B. Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$6,000	\$8,000	\$10,000			
53	3/5/02	SN	James T. Brennan Trust FBO W. Roderick Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$12,000	\$16,000	\$20,000			
54	3/5/02	SN	Pamela Gagne	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$24,000	\$32,000	\$40,000			
55	3/5/02	SN	Robert Bast	6% of principal amount if paid within 60 days from date of Loan Agreement; 8% if paid after 60 days, but before 91 days; 10% if paid after 91 days from date of Loan Agreement.	\$120,000	\$160,000	\$200,000			
								\$1,845,500	\$827,000	\$1,018,500
Footnotes:										
Key: SD: Subordinated debenture and SN: secured note.										
(e) Loan maturity date for 6-30-98 which was prior to date of note										

EXHIBIT B

WILLIAM D. HECHT, CPA, JD, LL.M.

Partner

Real Estate & Litigation Support Services

Experience

Mr. Hecht specializes in litigation support services including bankruptcy, business valuations, divorce proceedings, lost profit calculations, insurance disputes, and other forensic accounting matters. He assists litigators in all phases of a trial to analyze complex financial and accounting issues, provide an objective analysis of the opposition's assumptions and conclusions and render expert testimony. Mr. Hecht also assists with mergers and acquisitions including due diligence reviews and tax and business structuring.

Mr. Hecht is also a tax attorney specializing in estate, income, and corporate tax planning and provides fiduciary services. In addition, Mr. Hecht possesses extensive real estate experience, particularly in the areas of management, development, financing, and workout and restructuring.

Affiliations

New York Society of Certified Public Accountants
New Jersey Society of Certified Public Accountants
American Bar Association
New York State Bar Association
American Institute of Certified Public Accountants

Publications and Lectures

Former faculty member, Foundation of Accounting Education
Contributor and lecturer to trade and business publications and associations, notably: CPA Journal - columns on federal taxation, estate planning and state and local taxes, New York University Institute of Federal Taxation, National Association of Accountants

Licenses and Accreditations

License, Certified Public Accountant, New York, 1967
License, Certified Public Accountant, New Jersey, 1992
New York State Bar, Appellate Division, Second Department, 1972

Education

LL.M. in Taxation, New York University, 1974
JD, Brooklyn Law School, 1971
BS in Accounting, Queens College, 1962 - Recipient of NYS Society of CPA's Award

WILLIAM D. HECHT
LITIGATION SUPPORT EXPERIENCE – EXPERT OR CONSULTANT

PLAINTIFF	VS.	DEFENDANT	ATTORNEY/FIRM	TYPE OF MATTER	CLIENT	DEP	TRIAL
Dock Resins	vs.	Sorema Reinsurance Inc.	Michael Chazkel – Norris, McLaughlin & Marcus, PA	Insurance Recovery	P		
Elghanayan	vs.	Eshagian	Jay Fialkoff – Moses & Singer	Real – estate minority shareholder suit – liquidation of real estate corp.	P	NY Supreme	X
Granite Penn Square LLC	vs.	U.S. Fire Insurance Company, et. al.	Michael Chazkel – Norris, McLaughlin & Marcus, PA	Real estate - insurance recovery re: hotel	P		
JCM Capital	vs.	Broza Block & Rubino et. al.	Robert Kipnees - Greenbaum Rowe Smith Ravin Davis & Himmelf	Accounting malpractice	P		
Kushner	vs.	Kushner	Herbert Stern – Stern Greenberg & Kilkullen	Real estate – partnership dispute	P		
Lassiter	vs.	Insurance Company of Singapore	Anthony Wee & Quintin Loh – Rajah & Tann (Singapore)	Real estate - wrongful death – calculation of damages for real estate business	D	Singapore	X
MRI of Elizabeth	vs.	Brach Eichler, et. al.	Glenn Bergenfield	Legal malpractice	P		
Paterson et. al.	vs.	Sleepy's et. al.	Mark Sugerman – Bryan, Cave	Minority shareholder suit	P	NY Supreme	X
Rosenblatt	vs.	Bivona & Cohen	Tom Hyland – Wilson Elser, Moskowitz, Edelman & Dicker	Employment discrimination – law firm	D	Federal	X
Rye City School District	vs.	The Osborn	Robert Weiner – McDermott, Will & Emery	Real estate - dispute re: real estate tax exemption	P	NY Supreme	X
Wilson et. al.	vs.	Amerada Hess	Roger Kaplan Greenberg Traurig	Pricing dispute	D	New Jersey	X

EXHIBIT C

EXHIBIT C - Documents Reviewed

Student Finance Corporation Ch 7
Report of William Hecht and Weiser LLP – May 7, 2007

I. Loan Analysis – 55 Loans

- 1) Loan and Security Agreements and Promissory Notes
- 2) SFC's Quickbooks accounting records
- 3) SFC's audited financial statements 1998, 1999 and 2000
- 4) Database of over 170 loans obtained from Reuters Loan Pricing Corporation
- 5) *Shannon Pratt's Business Valuation Update* with publication of key lending rates referencing rates published in the Wall Street Journal and Barrons'
- 6) Chapter 7 Trustee, Charles Stanziale's Complaint Against Andrew Yao et al
- 7) Pledge Agreement – May 5, 2002 by Andrew Yao in favor of Robert Bast, as agent under that certain Intercreditor Agreement...
- 8) One-year LIBOR rates 1997 ~ 2002 (www.moneycafe.com/library/libor.htm) - sources Fannie Mae and British Bankers' Association

II. Value of Andrew Yao's Interest

- 1) Appraisal of 995 Day Hill Road, Windsor, Connecticut by John Houck of Weiser Realty as of June 2002 (prepared in May 2007)
- 2) Day Hill Partners, LP tax returns 1999, 2000 and 2001
- 3) Facility Lease Agreement dated July 1996 between Day Hill Partners, LP and CEC Partnership LP covering premises at 995 Day Hill Road, Windsor, Connecticut 06905 (unsigned)
- 4) Permanent Mortgage Proposal, Day Hill Partners, LP – August 7, 1996
- 5) Appraisal of One Summit Place, Branford, Connecticut by John Houck of Weiser Realty as of June 2002 (prepared in May 2007)
- 6) One Summit Place Partners, LP tax returns 1999, 2000 and 2001
- 7) Lease agreement between One Summit Place Partners, LP and Premier Education Group LP dated August 1, 2003 (unsigned)
- 8) Investment Summary One Summit Place Partners, LP, April 1, 1994
- 9) Real estate appraisal, June 17, 1994 for One Summit Place, Branford, Connecticut